

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

PROVIDENCE PROPERTY & §
CASUALTY INSURANCE COMPANY, §
Plaintiff and Counter-Defendant, §

v. §

Case No. 4:06-cv-285

PEOPLELEASE CORPORATION §
and PLC SERVICES, INC., §
Defendants and Counter-Plaintiffs, §

v. §

PROVIDENCE HOLDINGS, INC., and §
IMPERIAL CASUALTY & INDEMNITY §
INSURANCE COMPANY, §
Additional Counter-Defendants. §

ORDER ON PLAINTIFFS' MOTION IN LIMINE

Before the court are "Providence's Motion in Limine," (de # 112), "Defendants Peoplelease Corporation and PLC Services, Inc.'s Response to Providence's Motion in Limine," (de # 127), and "Plaintiffs' Reply in Support of Their Motion in Limine," (de # 131). Having considered the Motion and the response thereto, the court is of the opinion that the Motion should be GRANTED AS MODIFIED:

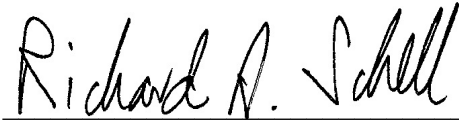
1. Plaintiffs' Motion in Limine number 1 is GRANTED AS MODIFIED. Plaintiffs' Motion is modified to read as follows: "Any reference, testimony or documents relating to Providence's financial statements, form and rate filings, state filings and authority to operate, market conduct exams, financial exams, and cease and desist orders, among other regulatory concerns or issues, except that Plaintiffs' form and rate filings and state filings and authority to operate may be introduced only as

evidence of the contractual intent of the parties to the extent that the contract under which they were operating is found to be ambiguous.” *See Texas v. Am. Tobacco Co.*, 463 F.3d 399, 407 (5th Cir. 2006); *Waters v. S. Farm Life Ins. Co.*, 617 S.E.2d 385, 524 (S.C. Ct. App. 2005).

2. Plaintiffs’ Motions in Limine numbers 2-30 are GRANTED.

IT IS SO ORDERED

SIGNED this the 13th day of November, 2007.

A handwritten signature in black ink, reading "Richard A. Schell". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

RICHARD A. SCHELL
UNITED STATES DISTRICT JUDGE